

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

LIGHTENING USA INC.,

Plaintiff,

v.

**MULTALER ET CIE and MULTALER,
INC. d/b/a YON-KA PARIS,**

Defendants.

Civil Action No. 20-CV-2099

ECF CASE

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, Lightning USA Inc. (“Plaintiff” or “Lightning USA”) by and through its undersigned attorneys, as and for its Complaint against Defendants Multaler et Cie (“Yonka France”) and Multaler, Inc. d/b/a Yon-ka Paris (“Yonka USA”) (collectively, “Defendants”), alleges as follows:

NATURE OF ACTION

1. Lightning USA operates a successful online store named Beauty Pageant located on the Amazon.com platform. Lightning USA sells authentic consumer goods at the lowest possible prices to consumers who prefer to shop online. Several of the goods that Lightning USA advertises and sells on online store were YONKA® branded beauty products.

2. Lightning USA brings this action against Defendants seeking a declaration of non-infringement of Defendants’ trademarks and trade dress, as well as for disparagement, tortious interference with business relations, defamation and unfair competition, all resulting from knowingly false statements and complaints of counterfeiting filed by Defendants against Lightning USA to Amazon.com. In particular, Defendants have alleged that the YONKA®

branded beauty products, including the YONKA® trademark and associated trade dress in packaging of YONKA® products which are advertised and sold by Lightning USA are not authentic and are counterfeit.

3. Upon information and belief, the false statements and complaints made by Defendants were made for the express purpose of disrupting and damaging Lightning USA's business, and to improperly and illegally try to maintain control of the price of the YONKA® product sold to consumers.

4. Upon information and belief, Defendants know that the YONKA® products being advertised and sold by Lightning USA were authentic and not counterfeit. Nevertheless, Defendants made such false claims to Amazon.com which substantially damaged, and continues to damage, Lightning USA.

5. As explained herein, Defendants knowingly false allegations that Lightning USA was advertising and selling counterfeit merchandise resulted in the closure of Lightning USA's listings for YONKA® products on the Amazon.com platform, harming Lightning USA's business reputation and causing a minimum of hundreds of thousands of dollars in monetary damage to Lightning USA.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 with respect to the claims arising under the Lanham Act, 15 U.S.C. § 1051, *et seq.*, and pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*

7. This Court also has diversity jurisdiction over this dispute under 28 U.S.C. §1332(a) since the matter in controversy exceeds \$75,000 and the dispute is between a citizen of the State of New York and citizens of another state.

8. This Court also has supplemental jurisdiction over Lightening USA's state and common law claims pursuant to 28 U.S.C. § 1367, as these other claims are so related to the claims in the action which form the basis for the Court's original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution and derive from a common nucleus of operative fact.

9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims in this Complaint occurred in this District.

THE PARTIES

10. Lightening USA is a corporation organized and existing under the laws of the State of New York

11. Lightening USA's registered business address is 426 Gannon Ave. S., Staten Island, New York is 10314.

12. Lightening USA conducts its business primarily in the consumer goods sector. In particular, Lightening USA advertises, markets, promotes, offers for sale, and sells goods to the public through its online store located on the extremely popular online retail website, Amazon.com.

13. Upon information and belief, Yonka France is a French company having a principal place of business at 43 Rue Victor Hugo, F-92700, Colombes, France.

14. Upon information and belief, Yonka France is in the business of advertising, marketing, promoting, developing, offering for sale, and selling purported anti-aging and facial products to consumers in the skin care market under the YONKA® trademark and associated trade dress in its packaging for beauty products.

15. Yonka France is the listed owner of record of U.S. Reg. No. 5178709 for the mark YONKA®.

16. Upon information and belief, Yonka France does a substantial amount of business in the State of New York and in this judicial district.

17. Upon information and belief, Yonka France advertises, markets, promotes, sells and offers for sale products under the YONKA® trademark and associated trade dress in its packaging for beauty products, which are at issue in this lawsuit, in the State of New York and in this judicial district.

18. Upon information and belief, Yonka USA is a Delaware corporation, having a principal place of business located at 200 Commons Way, Rockaway, NJ 07866.

19. Upon information and belief, Yonka USA does a substantial amount of business in the State of New York and in this judicial district.

20. Upon information and belief, Yonka USA advertises, markets, promotes, sells and offers for sale products under the YONKA® trademark and associated trade dress in its packaging for beauty products, which are at issue in this lawsuit, in the State of New York and in this judicial district.

21. Upon information and belief, Yonka USA is a wholly owned subsidiary of Yonka France.

22. Upon information and belief, at all relevant times, Yonka France owned, operated, managed, and controlled Yonka USA as a mere instrumentality.

23. Upon information and belief, Yonka France makes and/or is integrally involved in all important decisions involving Yonka USA, including without limitation decisions involving the advertising, marketing, offers for sale, and sales relating to YONKA® products advertised

and sold by Defendants which are in competition with those advertised and sold by Lightning USA.

24. Upon information and belief, there exists, and all times herein mentioned there existed, a unity of interests between and among Defendants Yonka France and Yonka USA vis-à-vis the ownership, operation, and/or management of the business of Yonka USA.

25. Upon information and belief, Yonka USA is dominated and controlled by Yonka France such that Defendants Yonka France and Yonka USA may be considered interchangeable with one another. For example, the brands' webpages link to each other and treat the brands as one and the same. This is particularly evident on the "About Us" page on the Yonka USA website references the brand only as "Yon-Ka" and discusses the brand's expansion internationally, notably in the United States, since it was created in 1954, which is when Yonka France was established.

26. Upon information and belief, Yonka France makes and/or is integrally involved in other decisions involving Yonka USA, including without limitation decisions relating to the wrongful actions of asserting claims of counterfeiting against Lightning Deals based on its advertising, marketing, offers for sale, and sales relating to YONKA® products on the Amazon.com platform.

STATEMENT OF FACTS

LIGHTENING USA'S LAWFUL ADVERTISMENT AND SALE OF BEAUTY PRODUCTS UNDER THE YONKA® TRADEMARK AND ASSOCIATED TRADE DRESS

27. Over the past several years, Lightning USA had built a very successful business by advertising, marketing, promoting, offering for sale, and selling many different types of authentic and genuine products on its own online store named Beauty Pageant which is located on the online retail website, Amazon.com.

28. One line of the authentic and genuine consumer products that Lightning USA advertised, offered for sale and sold in its online shop were YONKA® skin care products. These products were advertised and sold in their original packaging and were purchased from suppliers of genuine and authentic YONKA® products. Accordingly, the products advertised and sold by Lightning USA on Amazon.com were of products advertised and sold under the YONKA® trademark and associated trade dress in its packaging for beauty products

29. At all times pertinent hereto, all of the YONKA® branded products advertised and offered for sale in Lightning USA's online store were brand new and had been legally purchased.

30. All of the YONKA® branded products advertised and offered for sale in Lightning USA's online store are authentic and genuine products that were being legally advertised and offered for sale.

DEFENDANTS' WRONGFUL ACTIVITIES

31. Upon information and belief, Defendants sell their YONKA® branded products directly to consumers on their website located at shop.yonkausa.com.

32. Defendants also sell these same products on a wholesale basis to other distributors and sellers, who then sell these products to others.

33. Lightning USA purchased YONKA® branded products on a wholesale basis for resale to consumers on the Amazon.com platform, where it advertises and sells the YONKA® branded products.

34. Upon information and belief, Defendants became aware of Lightning USA's advertising and sale of authentic YONKA® products and were concerned that Lightning USA

was selling this product directly to consumers at prices below Defendants' minimum advertised prices ("MAP").

35. Upon information and belief, after learning of Lightning USA's actions in advertising and selling YONKA® products on Amazon.com at prices below MAP, Yonka USA, acting as the purported rights holder, filed false claims with Amazon.com alleging that the YONKA® products being advertised and sold by Lightning USA were "counterfeit."

36. Upon information and belief, Defendants had no legitimate reason to believe that the products being advertised and sold by Lightning USA were counterfeit since the products advertised and sold by Lightning USA are 100% genuine and authentic.

37. In particular, on May 20, 2019, Yonka USA, with the approval and/or knowledge of Yonka France, filed a false complaint with Amazon.com, under Complaint ID 6087752541, alleging that YONKA® branded products being advertised in Lightning USA's online store were "counterfeit."

38. Upon information and belief, Defendants had no legitimate basis to believe that the goods being advertised for sale by Lightning USA were counterfeit.

39. None of the allegations set forth in Defendants' May 20, 2019 complaint to Amazon.com are true since Lightning USA had not advertised, offered for sale or sold any products which counterfeited the YONKA® trademark and/or associated trade dress in its packaging for beauty products. To the contrary, the YONKA® products which were advertised, offered for sale and sold by Lightning USA on its online store located on Amazon.com were 100% genuine and authentic and did not infringe Defendants' purported trademark and trade dress rights in their packaging.

40. Upon information and belief, the first false complaint was filed with Amazon.com because Defendants believed that Amazon.com would act on the complaint without conducting a thorough independent investigation to verify its claim and would instead remove Lightning USA's listing for that product listed in the complaint.

41. Upon receipt of the first complaint, Complaint ID 6087752541, the Seller Performance Team at Amazon promptly sent Lightning USA a "Policy Warning Notice" advising that Amazon.com had "received a report from a rights owner that the products listed at the end of this email are inauthentic," and removed Lightning USA's listing of several products being advertised and sold under ASINs B000GZ7GH4 B00DST52CQ B00FPDL7AE B00FPCKW5G B00A6U5LI0 B00FPC3QH2 B00D58XTIO B00AO0DHH4 B00D3VD0DM B00XCLKASG B00OS1B736.

42. The rights owner listed was on the policy warning was "Yon-Ka Paris Compliance."

43. The listed rights owner email address on the policy warning was compliance@yonka-paris.com.

44. This email address matches the formatting for the Yonka USA email accounts shown on the Yonka USA website "Contact Us" page. *See* Amazon Policy Warning attached as **Exhibit 1**.

45. On May 21, 2019, Yonka USA, with the approval and/or knowledge of Yonka France, filed a second complaint with Amazon.com, under Complaint ID 6091081871, again alleging that YONKA® branded products being advertised in Lightning USA's online store were "counterfeit."

46. Upon information and belief, once again neither of the Defendants had any

legitimate basis to believe that the goods being advertised for sale by Lightning USA were counterfeit.

47. None of the allegations set forth in the May 21, 2019 complaint were true since Lightning USA had not advertised, offered for sale or sold any products which counterfeited the YONKA® trademark and/or associated trade dress in its packaging for beauty products. To the contrary, the YONKA® products which were advertised, offered for sale and sold by Lightning USA on its online store located on Amazon.com were 100% genuine and authentic and did not infringe Defendants' purported trademark and trade dress rights in their packaging.

48. Upon information and belief, the second false complaint was filed with Amazon.com because Defendants believed that Amazon.com would act on the complaint without conducting a thorough independent investigation to verify its claim and would instead remove Lightning USA's listing for that product listed in the complaint.

49. Upon receipt of the second complaint, Complaint ID 6091081871, the Seller Performance Team at Amazon promptly sent Lightning USA another "Policy Warning Notice" advising that Amazon.com had "received a report from a rights owner that the products listed at the end of this email are inauthentic," and removed Lightning USA's listing of several products being advertised and sold under ASINs B06ZY1WV7X B073VRNK51 B0018LC3WS B00S9QP9NA B00RLXKCPM B01FXULM8A B00EQ5VA22 B00BWUB2GI B00NNVHRQI B00AO0DI6Y B00E0CCJAS and B00XCLKASG. *See* Amazon Policy Warning attached as **Exhibit 2**.

50. On May 24, 2019, Lightning USA contacted Defendants at the email listed on the policy warnings and demanded that the false claims that had been filed be retracted.

51. Defendants did not respond to Lightning USA's request from May 24, 2019.

52. On June 5, 2019, Lightning USA contacted Defendants once again and demanded that the false claims that had been filed be retracted.

53. Defendants did not respond to Lightning's request from June 5, 2019.

54. At some point after June 5, 2019, Amazon reinstated several of Lightning USA's listings of YONKA® products.

55. On September 19, 2019 and September 20, 2019, Yonka USA, with the approval and/or knowledge of Yonka France, filed a third complaint and a fourth complaint with Amazon.com, under Complaint IDs 6449984361 and 6455921291, again falsely alleging that YONKA® branded products being offered for sale in Lightning USA's online store were "counterfeit."

56. Upon information and belief, once again Defendants had no legitimate basis to believe that the goods being advertised for sale by Lightning USA were infringing.

57. None of the allegations set forth in the September 19, 2019 and September 20, 2019 complaints were true since Lightning USA had not advertised, offered for sale or sold any products which counterfeited the YONKA® trademark and/or associated trade dress in its packaging for beauty products. To the contrary, the YONKA® products which were advertised, offered for sale and sold by Lightning USA on its online store located on Amazon.com were 100% genuine and authentic and did not infringe Defendants' purported trademark and trade dress rights in their packaging.

58. Upon information and belief, the third false complaint and fourth false complaint with Amazon.com because Defendants believed that Amazon.com would act on the complaints without conducting a thorough independent investigation to verify Defendants' counterfeiting

claims and would instead remove Lightning USA's listing for that product listed in the complaints

59. Upon receipt of Defendants' third complaint and fourth complaints, the Seller Performance Team at Amazon promptly sent Lightning USA another two "Policy Warning Notices" advising that Amazon had "received a report from a rights holder that the products listed at the end of this email are inauthentic," and removed Lightning USA's listing of several products being advertised and sold under ASINs B00D3VD0DM B00FPDL7AE B00A6U5LI0 B00D58XTIO B00DST52CQ B00FPCKW5G B00XCLKASG for the third complaint, and ASINs B000GZ7GH4,B00FPC3QH2,B00AO0DHH4,B00OS1B736 for the fourth complaint. *See* Amazon Policy Warnings attached as **Exhibit 3 and Exhibit 4**.

60. Lightning USA contacted Defendants once again at the email address listed on the policy warnings on October 7, 2019 and demanded that the false claims that had been filed be retracted.

61. Defendants did not respond to Lightning USA's request from October 7, 2019.

62. Lightning USA sent Defendants another notice on December 13, 2019 and demanded that the false claims that had been filed be retracted.

63. Defendants did not respond to Lightning's request from December 13, 2019.

64. On March 10, 2020, after much effort, Lightning USA was able to contact and connect with a representative of Yonka France.

65. The communications with Yonka France confirmed that the false complaints to Amazon against Lightning USA were published by Yonka USA.

66. Following this single instance of communication, Lightning USA has received no substantive response from Defendants.

67. Indeed, despite a number of follow up communications Defendants have failed to retract the false complaints filed with Amazon, despite repeated and ongoing attempts to do so.

68. Lightening USA's listings for the YONKA® products remain closed on the Amazon.com platform.

69. During this time, not only did Lightening USA lose the revenue income from the shutdown of its listings, but Lightening USA also lost a tremendous amount of goodwill with consumers and with Amazon.com

70. If the false complaints with Amazon.com had not been filed, Lightening USA would have continued to earn an increased revenue stream and flow of business resulting from the sale of products on its YONKA® listings as well as the goodwill that Lightening USA is a trustworthy seller of genuine, authentic products.

71. Lightening USA was also harmed because Defendants' false complaints established a record of complaints, which Amazon.com takes into account when considering complaints raised by customers and third parties.

72. By virtue of the foregoing, Lightening USA is compelled to seek a declaration from this Court that the products advertised, offered for sale and sold on Amazon.com are not counterfeit and do not otherwise infringe Defendants' trademark or trade dress rights.

73. Moreover, Lightening USA seeks monetary relief from the Court for the harm it suffered from its listings being shut down and loss of rankings on Amazon which it suffered and continues to suffer as a result of the knowingly false, malicious and disparaging statements and misrepresentations made by Defendants to Amazon.com about the nature of the products it advertised, offered for sale and sold.

COUNT I
DECLARATION OF NON-INFRINGEMENT OF YONKA'S
TRADEMARK AND/OR TRADE DRESS RIGHTS UNDER THE LANHAM ACT

74. Plaintiff repeats and realleges each of the allegations set forth above in the preceding paragraphs as though fully set forth herein.

75. An actual controversy has arisen and now exists between Lightening USA and Defendants concerning whether Lightening USA has infringed Defendants' trademark and/or trade dress rights.

76. Lightening USA has advertised, marketed, offered for sale, and sold products alleged by Defendants to be counterfeit.

77. Upon information and belief, Defendants still believe and maintain that Lightening USA's activities with respect to its advertising, marketing, offer for sale, and sale of the YONKA® products constitute counterfeiting and infringement of Defendants' trademark and trade dress rights.

78. In contrast, Lightening USA believes and alleges that its products, advertisements, and marketing and promotional materials do not infringe upon any valid trademark rights and/or trade dress rights of Defendants', and that that it has not committed any acts of counterfeiting under the Lanham Act.

79. By virtue of the foregoing, Lightening USA desires a judicial determination of the parties' rights and duties with respect to the trademark and/or trade dress rights asserted by Defendants.

80. A judicial declaration is necessary and appropriate at this time so that the parties may proceed in accordance with their respective rights as determined by the Court so that Lightening USA's customers are convinced that Lightening USA did not sell counterfeit

YONKA® goods, and so that Defendants never again files a false statement that Lightening USA's products are counterfeit.

COUNT II
PRODUCT DISPARAGEMENT UNDER NEW YORK COMMON LAW

81. Plaintiff repeats and realleges each of the allegations set forth above in the preceding paragraphs as though fully set forth herein.

82. Lightening USA advertised, offered for sale and sold genuine and authentic YONKA® products on its online store located on the retail website Amazon.com.

83. By virtue of the statements made to Amazon.com asserting that the products being sold by Lightening USA are counterfeit and/or infringing Defendants' trademark and/or trade dress rights, Defendants have made statements that are materially false and misrepresent the quality, condition, and value of Lightening USA's products.

84. In asserting that the products advertised, offered for sale and sold by Lightening USA are counterfeit and/or infringing, Defendants have declared that these products are of lesser quality and poorer condition than other products available on the market to consumers.

85. Upon information and belief, the disparaging statements made by Defendants to Amazon.com were made for the purpose of increasing its own profits, sales and revenues.

86. Upon information and belief, the disparaging statements made by Defendants to Amazon.com were made for the purpose of damaging and reducing the profits, sales and revenues of Lightening USA.

87. By the same token, in contending that the products advertised, offered for sale and sold by Lightening USA are counterfeit and/or infringing, Defendants have suggested to Amazon.com that the condition and value of the products sold by Lightening USA are inferior to those very same items purchased elsewhere when they are, in fact, not.

88. Defendants' materially false statements and misrepresentations about Lightning USA's products were made intentionally and in reckless disregard for the truth and were known to be false or unsubstantiated at the time that such statements were made.

89. As a result of Defendants' materially false statements and misrepresentations about Lightning USA's products to Amazon.com, Lightning USA has suffered pecuniary damages, including the loss of sales on the Amazon.com platform, and from retail customers on Amazon who would have previously purchased and/or who would have purchased from Lightning USA in the future.

90. As a proximate result of Defendants' wrongful acts, Lightning USA has been irreparably harmed and is entitled to injunctive relief and damages in an amount to be determined at trial.

COUNT III
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS
UNDER NEW YORK COMMON LAW

91. Plaintiff repeats and realleges each of the allegations set forth above in the preceding paragraphs as though fully set forth herein.

92. Lightning USA advertised, offered for sale and sold genuine and authentic YONKA® products on its store located on the retail website Amazon.com.

93. Through these efforts, Lightning USA has developed successful business relationships with third parties, including Amazon.com and with retail consumers that purchase products from Lightning USA on Amazon.com.

94. Prior to filing a complaint of counterfeiting with Amazon.com, Defendants knew of Lightning USA's business relationships with Amazon.com and of its ongoing sales to retail consumers, generally.

95. Defendants' false reports of counterfeiting to Amazon.com were made for a wrongful purpose and Defendants used a dishonest, unfair and improper means to disrupt and interfere with Lightning USA's business relationships.

96. Absent the filing of the false and disparaging report of counterfeiting and infringement, Defendants knew that Lightning USA would continue to advertise and sell YONKA® products on its online store on Amazon.com to retail consumers in search of such products.

97. As a result of Defendants' dishonest, unfair, and improper acts of interference with Lightning USA's business relationships, Lightning USA has suffered injury and harm to its business.

98. Moreover, by virtue of Defendants' dishonest, unfair, and improper acts of interference Lightning USA's business relationship with Amazon.com has been stained and blemished since there is now a record of claims of counterfeiting and infringement with Amazon.com asserted against Lightning USA. These false claims asserted against Lightning USA will be kept by Amazon.com for years to come, tarnishing Lightning USA's relationship with Amazon.com and causing substantial monetary damage to Lightning USA.

99. As a result of Defendants' actions, Lightning USA has suffered pecuniary damages, including the loss of sales.

100. As a result of Defendants' actions, Lightning USA has also suffered injury by virtue of its loss of standing with Amazon.com.

101. As a proximate result of Defendants' wrongful acts, Lightning USA has been irreparably harmed and is entitled to injunctive relief and damages for in an amount to be determined at trial.

COUNT IV
UNFAIR COMPETITION UNDER NEW YORK COMMON LAW

102. Plaintiff repeats and realleges each of the allegations set forth above in the preceding paragraphs as though fully set forth herein.

103. Defendants' unlawful activities as set forth herein constitute unfair action against Lightning USA, resulting in injury to Lightning USA's reputation and goodwill.

104. Defendants' unlawful acts constitute unfair competition as proscribed by New York common law.

105. Defendants' acts of unfair competition have caused Lightning USA to sustain pecuniary damage, loss, and injury.

106. Upon information and belief, Defendants have engaged and continue to engage in these activities knowingly and willfully.

107. Defendants' acts of unfair competition, unless enjoined by this Court, will continue to cause Lightning USA to sustain irreparable damage, loss, and injury.

108. Lightning USA has no adequate remedy at law.

109. Lightning USA, as a proximate result of Defendants' materially deceptive activities, has been irreparably harmed and is entitled to injunctive relief and damages in an amount to be determined at trial.

COUNT IV
DEFAMATION

110. Plaintiff repeats and realleges each of the allegations set forth above in the preceding paragraphs as though fully set forth herein.

111. Defendants' written publication of material that libels Lightning USA, namely its false written claims of counterfeiting and infringement, constitute defamation.

112. Defendants' statements about Plaintiff were demonstrably false.

113. Defendants knew or should have known that those statements about Plaintiff were false when they published those statements.

114. Those statements were defamatory because they accused Lightning USA of engaging in illegal and/or unethical behavior in conducting their business.

115. As a direct and proximate result of Defendants' publication of those false statements, Lightning USA has sustained damages, including but not limited to lost sales, lost profits, loss of goodwill, lost business opportunities, lost customers, and damage to their reputation.

116. Lightning USA, as a proximate result of Defendant's defamatory statements, has been irreparably harmed and is entitled to injunctive relief and damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. For judgment declaring that Defendants' trademark and trade dress rights are not infringed by Plaintiff;

B. For judgment holding Defendants liable for product disparagement, tortious interference with business relations, unfair competition, defamation, and other wrongful activities in connection with Defendants' action as described herein;

C. For judgment enjoining preliminarily and permanently Defendants, their agents, servants, related companies, and all parties in privity with them, or any of them, from committing any further acts that constitute product disparagement, tortious interference with business relations, and unfair competition, and other wrongful activities;

D. For judgment requiring Defendants to pay Plaintiff such damages as Plaintiff has sustained as a consequence of Defendants' product disparagement, tortious interference with business relations, unfair competition, defamation, and other wrongful activities complained of herein, and to account for all gains, profits, and advantages derived by Defendants from said product disparagement, tortious interference with business relations, and unfair competition, and other wrongful activities complained of herein;

E. For judgment requiring Defendants to issue corrective advertising to Amazon.com and to retail consumers stating that the YONKA® products advertised and sold by Lightning USA are neither counterfeit nor infringing of the YONKA® and associated trade dress in their packaging.

F. Awarding Plaintiff costs, expenses, and reasonable attorney's fees as permitted by law; and

G. Awarding Plaintiff such other and further relief as the Court may deem just and proper.

STERN & SCHURIN LLP

By:  _____

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Attorneys for Plaintiff

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Dated: May 7, 2020
Garden City, New York

EXHIBIT 1

Notice: Policy Warning

Inbox

ACTION REQUIRED



notice@amazon.com <notice@amazon.com>

Mon, May 20,
12:00 PM (2
days ago)

to me

Hello,

We received a report from a rights owner that the products listed at the end of this email are inauthentic.

The rights owner is asserting that the products infringe the following trademark:
--Trademark number: 5178709

Why did this happen?

One or more of your listings may be infringing the intellectual property rights of others.

We're here to help.

If you need help understanding why your listings may infringe the intellectual property rights of others, please search for "Intellectual Property Policy" in Seller Central Help (<https://sellercentral.amazon.com/gp/help/external/201361070>).

How do I reactivate my listing?

Please provide one of the following to reactivate your listings:

1) A retraction of the report from the rights owner:

--NAME OF RIGHTS OWNER: Yon-Ka Paris Compliance

--EMAIL ADDRESS OF RIGHTS OWNER: compliance@yonka-paris.com

2) An invoice or letter of authorization from the manufacturer or Rights Owner verifying the product's authenticity to notice-dispute@amazon.com. External links are not accepted. For security reasons, we only accept attachments in the following file formats: .jpeg, .jpg, .jpeg, .gif, .png, .tiff,

Have your listings been removed in error?

If you believe there has been an error, please tell us why. Your explanation should include the following information:

-- Proof that you have never sold or listed the reported product. We will investigate to determine if an error occurred.

OR

-- Explanation of why you were warned in error. We will investigate to determine if an

error occurred.

What happens if I do not provide the requested information?

If we do not receive the proof of authenticity, your listings will remain inactive. We reserve the right to destroy the inventory associated with this violation if proof of authenticity is not provided within 90 days.

ASIN: B000GZ7GH4

B00DST52CQ

B00FPDL7AE

B00FPCKW5G

B00A6U5LI0

B00FPC3QH2

B00D58XTIO

B00AO0DHH4

B00D3VD0DM

B00XCLKASG

B00OS1B736

Infringement type: Counterfeit

Complaint ID: 6087752541

EXHIBIT 2

Notice: Policy Warning

Inbox

ACTION REQUIRED



notice-dispute@amazon.com

Tue, May 21,
6:44 AM (1
day ago)

to me

Hello,

We received a report from a rights owner that the products listed at the end of this email are inauthentic.

The rights owner is asserting that the products infringe the following trademark:
-- Trademark number 5178709

Why did this happen?

One or more of your listings may be infringing the intellectual property rights of others.

We're here to help.

If you need help understanding why your listings may infringe the intellectual property rights of others, please search for "Intellectual Property Policy" in Seller Central Help.

How do I reactivate my listing?

Please provide one of the following to reactivate your listings:

1) A retraction of the report from the rights owner:

-- Yon-Ka Paris Compliance

-- compliance@yonka-paris.com

2) An invoice or letter of authorization from the manufacturer or Rights Owner verifying the product's authenticity to notice-dispute@amazon.com. External links are not accepted. For security reasons, we only accept attachments in the following file formats: .jpeg, .jpg, .jpeg, .gif, .png, .tiff,

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-- Explanation of why you were warned in error. We will investigate to determine if an

error occurred.

What happens if I do not provide the requested information?

If we do not receive the proof of authenticity, your listings will remain inactive. We reserve the right to destroy the inventory associated with this violation if proof of authenticity is not provided within 90 days.

ASIN: B06ZY1WV7X

B073VRNK51

B0018LC3WS

B00S9QP9NA

B00RLXKCPM

B01FXULM8A

B00EQ5VA22

B00BWUB2GI

B00NNVHRQI

B00AO0DI6Y

B00E0CCJAS

B00XCLKASG

Infringement type: Counterfeit

Trademark asserted: 5178709

Complaint ID: 6091081871

Sincerely,

Seller Performance Team

EXHIBIT 3

From: [Yecheved Feuerwerker](#)
To: [Steven Stern](#)
Subject: Fwd: Notice: Policy Warning
Date: Thursday, September 26, 2019 5:43:42 PM

----- Forwarded message -----

From: notice-dispute@amazon.com <notice-dispute@amazon.com>
Date: Thu, Sep 19, 2019 at 4:23 AM
Subject: Notice: Policy Warning
To: <yfeuerwerker@gmail.com>

Hello,

We received a report from a rights owner that the products listed at the end of this email are inauthentic.

The rights owner is asserting that the products infringe the following trademark:
Trademark asserted: 5178709

Why did this happen?
One or more of your listings may be infringing the intellectual property rights of others.

We're here to help.
If you need help understanding why your listings may infringe the intellectual property rights of others, please search for "Intellectual Property Policy" in Seller Central Help (<https://sellercentral.amazon.com/gp/help/external/201361070>).

How do I reactivate my listing?
Please provide one of the following to reactivate your listings:

1) A retraction of the report from the rights owner:

-- Name Yon-Ka Paris Compliance
-- Email compliance@yonka-paris.com

2) An invoice or letter of authorization from the manufacturer or Rights Owner verifying the product's authenticity to notice-dispute@amazon.com. External links are not accepted. For security reasons, we only accept attachments in the following file formats: .jpeg, .jpg, .png, .gif, .tiff,

Have your listings been removed in error?
If you believe there has been an error, please tell us why. Your explanation should include the following information:
-- Proof that you have never sold or listed the reported product. We will investigate to determine if an error occurred.

OR

-- Explanation of why you were warned in error. We will investigate to determine if an error

occurred.

What happens if I do not provide the requested information?

If we do not receive the proof of authenticity, your listings will remain inactive. We reserve the right to destroy the inventory associated with this violation if proof of authenticity is not provided within 90 days.

ASIN: B00D3VD0DM

B00FPDL7AE

B00A6U5LI0

B00D58XTIO

B00DST52CQ

B00FPCKW5G

B00XCLKASG

Infringement type: Counterfeit

Trademark asserted: 5178709

Complaint ID: 6449984361

Sincerely,
Seller Performance team,
Amazon.

EXHIBIT 4

Steven Stern

From: Yecheved Feuerwerker <yfeuerwerker@gmail.com>
Sent: Thursday, September 26, 2019 3:52 PM
To: Steven Stern
Subject: Fwd: Notice: Policy Warning

----- Forwarded message -----

From: **Amazon** <notice-dispute@amazon.com>
Date: Fri, Sep 20, 2019 at 2:14 PM
Subject: Notice: Policy Warning
To: <yfeuerwerker@gmail.com>



Hello,

We received a report from a rights owner that the products listed at the end of this email are inauthentic.

The rights owner is asserting that the products infringe the following trademark:

-- Trademark number 5178709

Why did this happen?

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-- Proof that you have never sold or listed the reported product. We will investigate to determine if an error occurred.

OR

-- Explanation of why you were warned in error. We will investigate to determine if an error occurred.

What happens if I do not provide the requested information?

If we do not receive the proof of authenticity, your listings will remain inactive. We reserve the right to destroy the inventory associated with this violation if proof of authenticity is not provided within 90 days.

ASIN: B000GZ7GH4,B00FPC3QH2,B00AO0DHH4,B00OS1B736

Infringement type: Counterfeit

Trademark asserted: 5178709

Complaint ID: 6455921291

Sincerely,

Seller Performance Team

Amazon.com

<http://www.amazon.com>

